

## Application and License Agreement

Please read this Application and License Agreement carefully. By signing the Application, you agree to the following terms:

**General:** This FasTrak™ License Agreement (“Agreement”) with the California Department of Transportation (Caltrans) allows you to use the FasTrak™ Transponder to pass through toll lanes of the Antioch, Benicia-Martinez, Carquinez, Dumbarton, Richmond-San Rafael, San Francisco-Oakland Bay and San Mateo-Hayward bridges. This Agreement accompanies and is part of your FasTrak™ Application. Your submittal of a FasTrak™ Application constitutes your acknowledgement and consent to this Agreement. This Agreement is a license only; the Transponder is the property of Caltrans. FasTrak™ will not issue a transponder to any applicant until any and all outstanding violations have been paid and any and all other FasTrak™ account balances are settled.

### You agree to:

- Pay all the tolls charged to your FasTrak™ account.
- Install and use the Transponder in accordance with instructions provided to you in your Transponder package.
- Obey all applicable laws and regulations.
- Report any changes to your name, mailing address, telephone number, vehicles, license plates, and if applicable, credit card number and expiration date when this information is made available to you. Failure to report changes of vehicle and license plate information may result in your liability for tolls related to others’ use of toll facilities.

**Reciprocity:** Your Transponder may be used to pay tolls on any Toll Facility bearing the FasTrak™ logo, which presently includes the SR-241, SR-133, SR-73, SR-91, I-15, Golden Gate Bridge and Caltrans’ seven Bay Area Bridges. It is not necessary to obtain a separate Transponder to use other FasTrak™ Toll Facilities and pay tolls electronically. If you drive on other Toll Facilities in a vehicle with your Transponder, your Transponder will be read by such Toll Facility’s electronic toll equipment, and a record of your transaction will be created. These tolls will be charged to your account in accordance with the rules, regulations and procedures of the other Toll Facilities. It is your responsibility to be aware of and comply with such rules, regulations, and procedures. In using your Transponder on another Toll Facility you agree that Caltrans, and/or the operator of the other Toll Facility, may bill you for any toll charges arising from such use. In addition, you agree that you will be responsible to Caltrans, and/or the other Toll Facility, for all such charges. You further agree that Caltrans may share with the operator of such other Toll Facilities any information contained in this application and License Agreement for purposes of processing and collecting tolls or violations, and enforcing agency policies.

**Minimum Account Balances, Fees and Charges:** You agree to maintain your prepaid toll account balance.

- If you selected the credit card option, you authorize us to replenish your Account by charging at least \$30 per transponder to your credit card each time your balance falls below your replenishment threshold (initially \$10).
- If you selected the check or cash option, you agree to make a minimum check or money order payment of \$30 per transponder each time your toll account balance falls below your replenishment threshold (initially \$20). You agree that such payment will be received by the FasTrak™ Service Center prior to your account balance reaching a zero balance.
- You agree that your replenishment amount is subject to change based on your actual usage after six months and each subsequent month to reflect the average amount of two months use based on the previous six months. In addition, you agree that your replenishment threshold is subject to change based on your actual usage after six months and each subsequent month to reflect the average amount of two weeks use based on the previous six months.

Failure to maintain the required balance or properly maintain your account will result in transactions being processed as violations that are subject to fees, fines and penalties as provided by law. In addition, failure to maintain the required balance or properly maintain your account may result in closure of your account and, in the case of negative account balance, may result in collection actions for any unpaid balance.

### Transponders:

- You agree to pay a deposit for each Transponder licensed to you, which Caltrans will refund without interest if you return the Transponder(s) in good condition. The Transponder deposit is waived for the first three Transponders shown in the credit card option. (You agree that Caltrans may charge your credit card for the amount of the Transponder deposit(s) should you fail to return the Transponder(s) in good condition).
- If your Transponder fails to operate for reasons other than abuse or improper use and is returned to the FasTrak™ Service Center, we will replace the Transponder at no charge.
- If your Transponder is lost or stolen and you immediately call the FasTrak™ Customer Service Center by telephone at (888)725-TRAK, you will not be liable for any unauthorized use of your Transponder(s) occurring after such a notification. In any event, your liability for unauthorized use of your Transponder(s) will not exceed \$50. However, you will be charged for each Transponder entrusted to your possession unless an official police report is provided.
- If you choose to use the disable feature on the external Transponder, you will be liable for a fee when you return the Transponder.
- The transponder may be read to provide anonymous traffic flow data to the Metropolitan Transportation Commission’s ‘511’ project. No information identifying a FasTrak™ account or a person or vehicle using the transponder will be collected by the Metropolitan Transportation Commission or ‘511’. If you do not want your tag read for these purposes, place the transponder in the special bag that you received along with this agreement when you are not using it for payment of tolls at a toll plaza. If you would like additional information about ‘511’, please visit [www.511.org](http://www.511.org).

**Termination:** Caltrans may terminate this Agreement anytime. If Caltrans requests, or if you wish to terminate this Agreement, return the Transponder(s) to the FasTrak™ Service Center. Upon termination and your return of your Transponder(s), your toll account balance and Transponder deposit(s) (if paid in advance) will be refunded to you by check, less any amounts owed to Caltrans within thirty (30) days. Following termination, you will remain responsible for payments you owe under this Agreement. If your toll account balance is insufficient to cover charges payable by you, you will remain liable for all such accounts. If such unpaid charges are not promptly remitted, you may become liable for additional service charges, fines, or penalties, in accordance with applicable law and you may be subject to collection actions for any unpaid balance.

**Changes:** Caltrans reserves the right to change the terms of this Agreement and our policies, at anytime by providing written notice to you. You will be deemed to have received such notice thirty (30) days after deposit of that notice in the U.S. Mail. You agree to all changes when you use your Transponder after that date.

**Release and Indemnity:** You hereby release Caltrans, its officers, employees and agents from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any matter connected with the use or performance of the Transponder. Neither Caltrans, its officers, employees, nor its agents will have any obligation nor liability with respect to your use nor the performance of the Transponder. Your sole and exclusive remedy will be replacement of any defective Transponder(s). You agree to indemnify, protect, and hold harmless, Caltrans, its officers, employees, and its agents from all liability for any loss, damage or injury to persons or property arising from or related to the Transponder.

**Failure to Comply** with any portion of this Agreement may result in your transactions being processed as violations under California Vehicle Code 4770 and any other applicable law. If violations occur, you will be subject to all fees, fines and penalties as provided by law. Caltrans reserves the right to debit your account for unpaid violations including fees and fines.

**Personal Information Notice:** Pursuant to the Federal Privacy Act (P.L.93-579) and the Information Practices Act (IPA) of 1977 (Civil Code Sections 1798 et seq), notice is hereby given for the request of personal information for the purpose of administering your Caltrans electronic toll collection account. Disclosure of personal information related to this program is voluntary. Collection of such information is to facilitate enrollment processing, account maintenance, and to enable the FasTrak™ Service Center to better handle your account. Failure to provide the information requested may result in delays in the processing of your enrollment application or in providing updated account information. No disclosure of personal information provided by you or any data developed as a byproduct of your use of the electronic toll collection program will be made available to third parties unless permissible under Civil Code, Section 1798.14 et seq. You retain the right to inspect all personal information pertaining to your account. This right is inclusive of all storage media and records, to include computerized and paper files. Any inquiry or request to obtain information, in accordance with the above provisions, should be directed in writing to the FasTrak™ Service Center or Caltrans.

FasTrak™ Service Center  
1849 Willow Pass Road (Park N' Shop Shopping Center)  
Concord, CA 94520  
Tel: (888) 725-TRAK Fax: (925) 686-8866



Acct. No. \_\_\_\_\_ Tag 1 \_\_\_\_\_  
Auth. Code \_\_\_\_\_ Tag 2 \_\_\_\_\_  
CSR I.D. \_\_\_\_\_ Tag 3 \_\_\_\_\_

☐ Individual    ☐ Business (Contact Name Required)

\* Your initial PIN number will be the last four (4) digits of your evening phone number.

**Commercial truck customers**, please contact the FasTrak™ Service Center for specific instructions.

\* Transponder deposit is waived for the first three transponders.

[illegible]

Signature \_\_\_\_\_  
(Required for Credit Card)

**Please do not send cash by mail.**

Vehicle	License Plate	State	Make/Model	Year	Color
1					
2					
3					

## How Did You Hear About FasTrak™ ?

☐ On-road signs      ☐ Mailer      ☐ Current FasTrak user      ☐ Other \_\_\_\_\_

## Date \_\_\_\_\_

**Current FasTrak customers: Please do not use this form. Call (888) 725-TRAK to make account changes.**